ceipt of money." In *Ryan* v. *Paine,* 66 Miss. 678 and *Kinney* v. *Paine,* 68 Miss. 258 it was held that parties who sent a claim to a bank for collection, which the bank collected by taking the check of the debtor on itself, the debtor having no money in the bank, but merely becoming the bank's debtor by this overdraft, after the insolvency of the bank was declared, had the right to treat their debtor as still such, and enforce their claim to what he owed the bank for account of this transaction. These two cases are not in conflict with the principal case, but can be distinguished from it in the fact that the debtor in the former cases had no funds in the bank, while that in the latter had. The case of *Billingsley* v. *Pollock,* 69 Miss. 759, 30 Am. St. Rep. 585, is in accord with the principal case.

BILLS AND NOTES — INSTRUMENTS CONSTITUTING NEGOTIABLE NOTES. — D, who purchased certain jewelry of the Barton-Parker Manufacturing Co., signed an obligation in the form of a note, payable to the order of the company, on the same sheet of paper with a written order for the goods, but following after the order and printed between the two were the words, "To be detached and delivered to the shipping department," and immediately under the words and above the obligation was a perforated dotted line. The note was detached, and P was purchaser of it for value before its maturity, and in due course of trade. P brought action on it. *Held,* that the obligation was a negotiable instrument when detached, and P was not subject to the defense that the goods sold were worthless or not such as had been represented by the seller. *Cedar Rapids Nat. Bank* v. *Barnes* (Tex. Civ. App. 1912), 142 S. W. 632.

No other case exactly similar to the one under discussion has been found nor did the court cite any case to support its decision. The lower court held that the order for the goods and the note sued on constituted one contract, and that the Barton-Parker Manufacturing Co. had no authority to detach and negotiate the latter. The Court of Civil Appeals held that it was the intention of the parties to make the note a negotiable instument as indicated by the stipulation between the order and the note, "To be detached and delivered to the shipping department," and by the fact that the note was made payable to the order of the Barton-Parker Manufacturing Co. The defense on the ground that the jewelry for the purchase price of which the note was given was worthless cannot be maintained as against P for it is settled that failure of the consideration is no defense as against a bona fide purchaser for value. *Parsons* v. *Parsons,* 17 Colo. App. 154; *Post* v. *Abbeville & N. R. Co.,* 99 Ga. 232, 25 S. E. 405; *Clark* v. *Porter,* 90 Mo. App. 143; *Brown* v. *Feldwert,* 46 Or. 363, 80 Pac. 414.

CONTRACTS—ARBITRATION CLAUSE.—Assumpsit by a contractor and another against York city to recover a balance on a contract for the construction of a sewer system. The contract gave the city engineer authority to determine the quality, amount, acceptability and fitness of the several amounts of work and materials, and to decide all questions as to the measurement of quantities and the fulfillment of the contract, his conclusion to be the final adjudi-